STATEMENT UNDER 37 CFR 3.73(b)						
App	Applicant/Patent Owner: William F. Crismore et al.					
App	Application No./Patent No./Control No.: 10/692,031 Filed/Issue Date: 10/23/2003					
Ent	itled:	d: ELECTROCHEMICAL BIOSENSOR TEST STRIP				
	F	Roche Diagnostics Operations, Inc. , a Corporation (Name of Assignee) , (Type of Assignee: corporation, partnership, university, government ag	ropey eta)			
stat	tes th	that it is:	ency, etc.)			
1.		the assignee of the entire right, title, and interest; or				
2.	\boxtimes	an assignee of less than the entire right, title, and interest (The extent (by percentage) of its ownership interest is 50%)				
in t	he pa	patent application/patent identified above by virtue of either:				
A.	×	An assignment from the inventor(s) of the patent application/patent identified above. The assignme recorded in the United States Patent and Trademark Office at Reel, Frame, or a true coriginal assignment is attached.	nt was opy of the			
OR	:					
B.		A chain of title from the inventor(s), of the patent application/patent identified above, to the current a as follows:	ssignee			
	1.	From: To: The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.				
	2.					
		The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.				
	3.	From: To: To: The document was recorded in the United States Patent and Trademark Office at				
		Reel, Frame, or for which a copy thereof is attached.				
		Additional documents in the chain of title are listed on a supplemental sheet.				
		s required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the origin the assignee was, or currently is being, submitted for recordation pursuant to 37 CFR 3.11.	al owner			
	[NOTE: A separate copy (<i>i.e.,</i> a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. <u>See MPEP 302.08</u>]					
The	e unc	ndersigned (whose title is supplied below) is authorized to act on behalf of the assignee.				
		Signature December 21, 2007 December 21, 2007 Date				
		Thomas Q. Henry, Reg. No. 28,309 (317) 634-3456 Typed or printed name Telephone Number				
	Appointed Practitioner to Act on Behalf of Assignee Title					
	THE CONTRACTOR OF THE CONTRACT					

#459758/1 7404-571

For: [X] U.S. and/or [X] Foreign Rights For: [X] U.S. Application or [X] U.S. Patent By: Multiple Inventors

ASSIGNMENT OF INVENTION

For consideration,

ASSIGNORS (inventors):

William F. Crismore	1215 M. I should Assessed To House VI. DV 45040	
Name	1215 N. Leland Avenue, Indianapolis, IN 46219	U.S
NI I CO TI		Nationality
Nigel A. Surridge	1248 E. 90th Street, Indianapolis, IN 46240	U.K.
·ume	Address	Nationality
Daniel R. McMinn	10517 Greenway Drive, Fishers, IN 46038	U.S.
Vame	Address	Nationality
Richard J. Bodensteiner	5014 Central Avenue, Indianapolis, IN 46205	U.S.
Vame	Address	Nationality
Eric R. Diebold	12580 Ensley Drive, Fishers, IN 46038	U.S.
iame	Address	Nationality
R. Dale Delk	1605 S. Stockport Drive, Muncie, IN 47304	U.S.
lame	Address	Nanonality
David W. Burke	1931 Madison Court, Carmel, IN 46032	U.S.
ame	Address	Nationality
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axiong Jason Ho	5275 Ivy Hill Drive, Carmel, IN 46033	<u> Ü.S.</u>
	nuaress	Nationality
obert Kitchel Earl	12598 Spring Violet Place, Carmel, IN 46033	U.S.
ame	Address	Nationalilty
Brian A. Heald	10337 Scagrave Drive, Fishers, IN 46038	U.S.
ате	Address	Nationality
ereby sell, assign and transf	er to	
,		
SSIGNEE:		
oehringer Mannheim		
Corporation	9115 Hague Road, Indianapolis, IN 46250	U.S.
ume	Address	Nationality
nd the successors, assigns at [X] the entire right, title [] an undivided	nd legal representatives of the ASSIGNEE (complete one of t and interest _percent (%) interest	he following)
or the United States and its t ssigned)	erritorial possessions (check the following box if foreign righ	its are also to be

[X] and in all foreign countries, including all rights to claim priority

in and to any and all improvements which are disclosed in the invention entitled:

IMPROVED ELECTROCHEMICAL BIOSENSOR TEST STRIP

(check and complete (a), (b), (c) or (d) and which is found in (a) [] U.S. patent application executed on even date herewith (b) [] U.S. patent application executed on [] To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney, as named in the Declaration and Power of Attorney I executed for this invention on the execution date stated above, to insert below the filing date and application number when it becomes known. (c) [X] U.S. application serial no. 08/985,840 filed on December 5, 1997. (d) [] U.S. patent no. issued [] A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately. (CHECK (E) IF FOREIGN APPLICATION(S) IS ALSO BEING ASSIGNED) (e) [X] and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment; ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all portinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. IN WITNESS WHEREOF, We have hereunto set hand and seal this (Date of signing). WARNING: Date of signing must be the same as the date of execution of the application if item (a) was checked above. William F. Crismore Name Nigel A. Surridge Daniel R. McMinn Name Signatu Richard J. Bodensteiner Name Eric R. Diebold

Name

R. Dale Delk	P Pale Welk	5-8-98
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Robert Kitchel Earl	"htgch	5-14-9
Name	Signature	
Brian A. Heald	Brief Weld	5/14/98
Name	Signature	

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261. Use next page if notarization is desired.

[] Notarization or Legalization Page Added.

198706-883

ARTICLES OF MERGER

OF

ROCHE DIAGNOSTIC SYSTEMS, INC.

1988110798

BOEHRINGER MANNHEIM CORPORATION

(effective December 31, 1998) 1 9 8-706 -8

In accordance with the requirements of the Indiana Business Corporation Law, the undersigned corporations, desiring to effect a merger, set forth the following facts:

ARTICLE I - SURVIVING CORPORATION

Section 1: The name of the corporation surviving the merger is ROCHE DIAGNOSTICS CORPORATION and such name has been changed (from Boehringer Mannheim Corporation) as a result of the merger.

Section 2: The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law, incorporated on June 25, 1987.

ARTICLE II - MERGING CORPORATION

The name, state of incorporation and date of qualification to do business in Indiana of the merging corporation is as follows:

Name:

Roche Diagnostic Systems, Inc.

State of Incorporation:

New Jersey

Date of Qualification in Indiana:

November 23, 1988

ARTICLE III - PLAN OF MERGER

The Plan of merger, containing such information as required by Section 23-1-40-1-(b) of the Indiana Business Corporation Law, is set forth on Exhibit A attached hereto and made a part hereof.

ARTICLE IV - MANNER OF ADOPTION AND VOTE

- 1. Action by Surviving Corporation. The outstanding capital stock of the surviving corporation consists of 1.000 shares, all designated Common Stock and entitled to vote on the merger; all votes entitled to be cast were voted by written consent, dated December 11, 1998, in favor of the merger.
- 2. Action by Merging Corporation. The outstanding capital stock of the merging corporation consists of 100 shares, all designated Common Stock and entitled to vote on the merger: all votes entitled to be cast were voted by written consent, dated December 11, 1998, in favor of the merger.

IN WITNESS WHEREOF, the undersigned being the President of Boehringer Mannheim Corporation, executes these Articles of Merger and verifies, subject to penalties of perjury, that the statements contained herein are true this 11th day of December, 1998.

Dennert O. Ware

President

AGREEMENT AND PLAN OF MERGER

OF

ROCHE DLAGNOSTIC SYSTEMS, INC.

INTO

BOEHRINGER MANNHEIM CORPORATION

AGREEMENT AND PLAN OF MERGER dated December 11, 1998 between Boehringer Mannheim Corporation, an Indiana corporation ("BMC"), and Roche Diagnostic Systems, Inc., a New Jersey corporation ("RDS").

WIINESSETH:

WHEREAS, BMC is a corporation duly organized and existing under the laws of the State of Indiana; and

WHEREAS, RDS is a corporation duly organized and existing under the laws of the

WHEREAS, the Boards of Directors of both BMC and RDS deem it advisable and in the best interests of their respective corporations that RDS be merged with and into BMC; now, therefore, it is agreed that

- 1. At the Effective Time (as that term is hereinafter defined), and upon the terms and conditions set forth in Section 3 below, RDS shall be merged with and into BMC, with BMC as the surviving corporation in such merger (the "Surviving Corporation").
- 2. As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

Corporation	Designation and number of shares in each class or series outstanding	Shares entitled to vote
RDS	Common Stock, 100 shares \$1.00 par value	100 shares
BMC	Common Stock, 1,000 shares, no par value	1,000 shares

- 3. The terms and conditions of the merger are as follows:
- A. Share Cancellation. In view of the fact that a single shareholder owns all of the issued and outstanding capital stock of BMC and RDS, at the Effective Time each share of the Common Stock, par value \$1.00 per share, of RDS issued and outstanding immediately prior to

the Effective Time shall be automatically canceled and certificates for such shares shall be surrendered and canceled.

- B. Articles of Incorporation and By-Laws. The Articles of Incorporation and By-Laws of BMC shall continue as the Articles of Incorporation and By-Laws of the Surviving Corporation; provided, however, that Article 1 of the Articles of Incorporation shall be amended to read; "The name of the Corporation is Roche Diagnostics Corporation."
- C. Shares of Surviving Corporation. Each share of the Common Stock, no par value, of BMC issued and outstanding immediately prior to the Effective Time shall continue unchanged as one share of the stock of the Surviving Corporation, without the issuance or exchange of new shares or share certificates.
- D. Assets; Liabilities. At the Effective Time, all the property, real and personal, rights, privileges, immunities, powers, purposes, franchises, patents, licenses, trademarks, registrations, causes of action, and every other asset of BMC and RDS shall be transferred to, vest in and devolve upon the Surviving Corporation, without further act or deed, and every interest of BMC and RDS shall be as effectively the property of the Surviving Corporation as they were of BMC and RDS, respectively. The Surviving Corporation shall assume and be liable for all liabilities, obligations, and penalties of BMC and RDS.
- E. Directors and Officers. The directors and officers of the Surviving Corporation shall continue unchanged at and after the Effective Time.
- F. Abandonment. Notwithstanding the approval and adoption of this Plan and Agreement of Merger by the sole stockholder of either or both BMC and RDS, this Agreement of Merger may be terminated at any time prior to the Effective Time by the Board of Directors of either BMC or RDS.
- 4. Effective Time. The merger of RDS into BMC shall be effective on December 31, 1998, and for accounting purposes shall be deemed to have occurred as of 11:59 p.m. on such date (the "Effective Time").

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first above written.

BOEHRINGER MANNHEIM CORPORATION

By: /s/ Dennert O. Ware

Name: Dennert O. Ware

Title: President

ROCHE DIAGNOSTIC SYSTEMS, INC.

By: /s/ Vincent P. Mihalik.

Name: Vincent P. Mihalik

Title: Executive Vice President

ASSET CONVEYANCE, GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Asset Conveyance, General Assignment and Assumption Agreement (the "Agreement") effective as of January 1, 2004, is between Roche Diagnostics Corporation, an Indiana corporation ("RDC") and Roche Diagnostics Operations, Inc., a Delaware corporation ("RDOI"). RDC and RDOI are referenced individually as "Party" and collectively as "Parties".

WHEREAS, RDC deems it desirable to transfer certain assets and operations to its subsidiary RDOI for the purpose of aligning RDC's legal entity structure with local and global structure and accountabilities.

WHEREAS, this Agreement is necessary to evidence certain contributions to the capital of RDOI by RDC and to evidence the assumption of certain liabilities and obligations by RDOI.

WHEREAS, it is intended by the Parties that the exchange contemplated herein qualify for tax-free treatment under Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RDC hereby assigns, transfers, conveys and delivers to RDOI free and clear of all liens (except as otherwise provided in Exhibit A), the following assets constituting personal property relating to or associated with the business to be conducted by RDOI:

- (a) Intangible Property. RDC's right, title and interest in and to all patents, patent applications, trademarks, and trademark applications listed on Exhibit B and all license agreements recited in Exhibit B to the extent those license agreements allow assignment from RDC to RDOI (the "Transferred Intellectual Property");
- (b) <u>Transferred Contracts</u>. RDC's right, title and interest in and to the contracts listed in <u>Exhibit C</u> to the extent those contracts may be assigned from RDC to RDOI (the "Transferred Contracts");
- (c) <u>Tangible Personal Property Owned by RDC</u>. RDC's right, title and interest in and to all tangible personal property listed in <u>Exhibit D</u> (the "Transferred Personal Property"); and
- (d) <u>Tangible Personal Property Rented or Leased by RDC</u>. RDC's leasehold interests and rights in and to the tangible personal property located in the Leased Premises and currently being leased or rented by RDC from a third party pursuant to the lease or rental agreements listed in <u>Exhibit E</u> (the "Personal Property Leases").

RDOI hereby assumes and agrees to perform RDC's obligations under the Transferred Contracts. RDC hereby assigns and conveys to RDOI any and all rights it may have to receive payments, revenues, or other receipts under the Transferred Contracts for work performed or services or materials provided under the Transferred Contracts after the date hereof and relinquishes any and all rights it may have to such payments, revenues, and receipts.

RDOI hereby assumes and agrees to perform RDC's obligations under the Personal Property Leases to the extent that the Personal Property Leases cover tangible personal property located in the Leased Premises. RDOI agrees to pay RDC RDOI's pro rata share of any and all payments due from RDC to a third party with respect to tangible personal property located in the Leased Premises.

RDC agrees that from time to time, whether on or after the date hereof, it will execute and deliver such other documents and take such other actions as may reasonably be required to transfer, assign and convey to RDOI more effectively the assets which are the subject of this Agreement.

This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns.

This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, RDC and RDOI have executed this Asset Conveyance, General Assignment and Assumption Agreement as of the date first written above.

	ROCHE DIAGNOSTICS CORPORATION
	By: M. Madans
	Printed: MARTIN MADAUS
Saska	Title: President . CEO
Roche 3	ROCHE DIAGNOSTICS OPERATIONS, INC
is to Form	Ву: ///
	Printed: NEd J Campbell
	Title: President



ADDENDUM

This is an Addendum to subparagraph (a) Intangible Property of the "Asset Conveyance, General Assignment and Assumption Agreement", attached hereto:

"RDC's right, title and interest in any and all applications arising from the patents, patent applications listed in Exhibit B, including any and all divisionals, continuations, continuations-in-part thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof."

IN WITNESS WHEREOF, RDC and RDOI have agreed that this Addendum to the "Asset Conveyance, General Assignment and Assumption Agreement" is effective as of January 1, 2004.

Rocite) g	ROCHE DIAGNOSTICS CORPORATION (RDC) By:
Clacks of the book	ROCHE DIAGNOSTICS OPERATIONS, INC. (RDOI) By: A Collection Printed: Steve A. Oldham Title: Vice President, General Counsel and Secretary

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